



MONTANA DEPARTMENT OF TRANSPORTATION INVITATION FOR BID (IFB) (THIS IS NOT AN ORDER)

IFB Number:
#HWY-309488-RP

IFB Title:
PREFORMED THERMOPLASTIC PAVEMENT MARKINGS

IFB Due Date and Time:
MARCH 11, 2010
3:00 p.m., Local Time

Number of Pages: 10

ISSUING AGENCY INFORMATION

Procurement Officer:
RICHELE PARKHURST

Issue Date:
FEBRUARY 19, 2010

**MONTANA DEPARTMENT OF TRANSPORTATION
PURCHASING SERVICES SECTION
424 MOREY STREET
PO BOX 20437
BILLINGS MT 59104-0437**

**Phone: (406) 657-0274
Fax: (406) 256-6487
TTY Users, (406) 444-7696**

Website: <http://gsd.mt.gov/>

INSTRUCTIONS TO BIDDERS

**COMPLETE THE INFORMATION BELOW AND
RETURN THIS PAGE WITH YOUR SEALED BID
AND ANY REQUIRED DOCUMENTS TO:**

**#HWY-309488-RP
PURCHASING SERVICES SECTION
424 MOREY STREET
PO BOX 20437
BILLINGS MT 59104-0437**

Mark Face of Envelope/Package:

**IFB Number: #HWY-309488-RP
IFB Due Date: MARCH 11, 2010**

SEALED BIDS will be received and publicly opened
in the **Billings** office at 3:00 pm.

BIDDERS MUST COMPLETE THE FOLLOWING

Federal Tax ID Number:

Bidder Name/Address:

Authorized Bidder Signatory:

(Please print name and sign in ink)

Bidder Phone Number:

Bidder FAX Number:

Bidder E-mail Address:

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

HIGHWAY CIVIL RIGHTS

The Contractor must, in performance of work on this contract, fully comply with all applicable federal, state or local laws, rules and regulations. The Contractor must comply with the provisions of all appropriate federal laws, including Title VI of the Civil Rights Act of 1964. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions of the appropriate federal laws, including Title VI of the Federal Civil Rights Act of 1964. In accordance with 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform work on this contract will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disabilities or national origin by the persons performing the contract.

BILL TO: DEPT OF TRANSPORTATION
VARIOUS LOCATIONS AS
LISTED HEREIN

F.O.B. LOCATION: DEPT OF TRANSPORTATION
VARIOUS LOCATIONS AS
LISTED HEREIN

Questions may be directed to Tom Roberts at (406) 444-6035 in Helena. However, any changes to the requirements of the Invitation for Bid (IFB) can only be made by the Montana Department of Transportation (Department) in writing and claimed oral modifications are not valid or binding.

1.0. STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal or acceptance of a contract, the Contractor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

1.1. ACCEPTANCE/REJECTION OF BIDS OR PROPOSALS

The Department reserves the right to accept or reject any or all bids or proposals, wholly or in part and to make awards in any manner deemed in the best interest of the Department. Bids and proposals will be firm for 30 days, unless stated otherwise in the text of the invitation for bid or request for proposal.

1.2. ACCESS AND RETENTION OF RECORDS

The Contractor agrees to provide the Department, Legislative Auditor or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of 3 years after either the completion date of the contract or the conclusion of any claim, litigation or exception relating to the contract taken by the State of Montana or third party.

1.3. ALTERATION OF SOLICITATION DOCUMENT

In the event of inconsistencies or contradictions between language contained in the Department's solicitation document and a Contractor's response, the language contained in the Department's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the Contractor's disqualification and possible debarment.

1.4. ANTITRUST ASSIGNMENT CLAUSE

All vendors, Contractors and subcontractors hereby assign to the State of Montana any and all claims or causes of action for any antitrust law violations or damages arising therefrom as to goods, materials and services purchased under the terms of this agreement and any change order that may result from this agreement. This assignment is made on behalf of the vendor, Contractor and all subcontractors, which may be hired or contracted with to furnish goods, materials or services.

1.5. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Department. (Mont. Code Ann. § 18-4-141)

1.6. AUTHORITY

The following bid, request for proposal, limited solicitation or contract is issued in accordance with Title 18, Montana Code Annotated and the Administrative Rules of Montana, Title 2, chapter 5.

1.7. BILLING

The State of Montana cannot pay for materials or services in advance. All billing against this purchase order must be made only after completion of receipt of merchandise or services rendered.

1.8. COLLUSION PROHIBITED

Prices quoted shall be established without collusion with other Contractors and without attempt to preclude the Department from obtaining the lowest possible competitive price.

1.9. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under the contract, fully comply with all applicable federal, state or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin by the persons performing the contract.

1.10. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities or specifications of the contract shall be granted without prior written consent of the Department's Purchasing Section. Supplies delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the Contractor's expense.

1.11. DEBARMENT

The Contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State.

1.12. DISABILITY ACCOMMODATIONS

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. Individuals, who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

1.13. EXCEPTIONS

A prospective Contractor may take "exception" to bid terms, conditions, specifications and dates stated within the bid package. However, the Department reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the Department's best interest.

1.14. FACSIMILE RESPONSES

Facsimile bids sent directly to the Department of Transportation will not be accepted; however, facsimile bids sent to a 3rd party and then delivered to the Department in a properly addressed, sealed envelope will be accepted.

1.15. FAILURE TO HONOR BID/PROPOSAL

If a bidder/Contractor to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the Department may, in its discretion, suspend the bidder/Contractor for a period of time from entering into any contracts with the State of Montana.

1.16. FORCE MAJEURE

Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

1.17. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to defend, protect, indemnify and save harmless the State of Montana and Department against and from all claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees) and losses to them from any cause whatever (including patent, trademark and copyright infringements) from the Agreement and its execution. This includes any suits, claims, actions, losses, costs or damages of any kind, including the State's and Department's legal expenses, arising out of, in connection with, or incidental to the Agreement, but does not include any such suits, claims, actions, losses, costs or damages which are solely the result of the negligent acts, omissions or misconduct of Department's employees if they do not arise out of, depend upon or relate to a negligent act, omission or misconduct of Contractor's employees. The Contractor assumes all responsibility for ensuring and enforcing safe working conditions and compliance with all safety-related rules and regulations for the benefit of its own employees, the employees of any subcontractor and the public. That responsibility includes all duties relating to safety, regardless of whether any such duties are, or are alleged to be, "nondelegable" (e.g., the Montana Safe Place to Work Statute, etc.). This indemnification is expressly intended by the parties to include any claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees) and losses that are, or are alleged or held to be, based upon a breach by the Department of a nondelegable duty relating to workplace safety for the Contractor's employees, the employees of any subcontractor and the public.

1.18. LATE BIDS AND PROPOSALS

Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the Contractor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the Contractor at the expense of the Contractor or destroyed if requested.

1.19. PAYMENT TERM

All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the Department is allowed 30 days to pay such invoices. All Contractors may be required to provide banking information at the time of contract execution in order to facilitate state electronic funds transfer payments.

1.20. PREPARATION OF BIDS

Bids must be written in ink and/or typewritten on bid forms furnished herewith. Erasures and alterations must be initialed by the Contractor in ink. Verbal bids will not be accepted. Facsimile bids sent directly to the Department will not be accepted; however, facsimile bids sent to a third party and then delivered to the Department in a properly addressed, sealed envelope will be accepted. Bid quotations shall be considered firm for 30 days after the date of opening unless otherwise stated in writing within the bid package.

1.21. RECIPROCAL PREFERENCE

The State of Montana applies a reciprocal preference against a Contractor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>

1.22. REFERENCE TO CONTRACT

The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

1.23. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665 or visit their website at <http://www.sos.state.mt.us>.

1.24. REJECTION OF BIDS

The Department reserves the right to reject any and all bids (wholly or in part) which fail to meet the terms, conditions and specifications of the bid package; or, are determined to be not in the Department's best interests; or, for which funding is not available. The Department reserves the right to reject bid proposals, waive technicalities or advertise for new proposals. Bids will be firm for 30 days, unless stated otherwise in the text of this invitation for bid.

A written or verbal explanation regarding rejected bids may be obtained by contacting the Purchasing Services Section (406) 657-0274 in Billings.

1.25. SEPARABILITY CLAUSE

A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

1.26. SHIPPING

Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

1.27. SOLICITATION DOCUMENT EXAMINATION

Contractors shall promptly notify the Department of any ambiguity, inconsistency or error, which they may discover upon examination of a solicitation document.

1.28. TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

1.29. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED

Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603) Contact the State Procurement Section at (406) 444-2575 for more information concerning nonvisual.

1.30. TERMINATION OF CONTRACT

Unless otherwise stated, the Department may, by written notice to the Contractor, terminate the contract in whole or in part at any time the Contractor fails to perform the contract.

1.31. UNAVAILABILITY OF FUNDING

The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3))

1.32. UNIT PRICE

Unless otherwise specified, the unit price for each line item must be provided in the appropriate space within the bid document. This shall be known as the "base" bid. The unit price for multiple items must be extended to reflect the total price for the quantity of items requested. Unless otherwise specified, the unit price shall prevail.

1.33. U.S. FUNDS

All prices and payments must be in U.S. dollars.

1.34. VENUE

This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401)

1.35. WARRANTIES

The Contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

1.36. CONTRACT EXTENSION

This contract may, upon mutual agreement, be extended in one (1) year increments for a period not to exceed a total of three (3) years, [two (2) additional years]. This extension is contingent upon legislative appropriations and in no case may a contract run longer than three (3) years. Extension of this contract will be possible only by way of duplication of the terms, conditions and prices of the original existing contract.

Any intention to extend the contract must be initiated in writing prior to the termination date of the existing contract or termination date of a contract, which has been previously extended.

If the Department and the Vendor agree to renew this contract, the Vendor may submit a new published price list. The percentage discount will then apply to the new price list for the specific contract renewal period.

The contract period will be from April 15th to April 14th.

1.37. COOPERATIVE PURCHASING

Under Montana law, local governments and certain non-profit agencies, as defined in Section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. The prices, terms and conditions of this contract will be offered to these local agencies unless the Vendor objects.

Will you honor cooperative purchasing? _____Y _____N

2.0. COMMODITY SPECIFICATIONS

Vendor to provide and deliver F.O.B various locations throughout Montana, Preformed Thermoplastic Pavement Markings or equal, on an "as needed" basis per the specifications listed herein.

Preformed thermoplastic pavement marking materials that are adhered to asphalt pavements by means of heat fusion. Adhesives, primers or sealers shall not be needed prior to the making application. The applied markings shall be durable, oil and grease impervious and provide immediate and continued retro reflectivity. Glass beads shall be embedded at the factory throughout the cross section of the pavement legend appliqué.

Preformed markings shall conform to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*. The markings must be capable of conforming to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures. They shall have resealing characteristics and be capable of fusing with itself and previously applied thermoplastic markings when heated with a propane torch. The markings shall be applied in accordance with the manufacturer's recommendations on clean and dry surfaces by means of a propane torch.

Preformed markings in this contract will be divided into two (2) categories.

- Category 1 will be markings that require preheating of the pavement to a specified temperature prior to installation.
- Category 2 will be markings that do not require preheating of the pavement to a specified temperature prior to installation.

2.1. ORDERING/DELIVERY/INVOICING

All orders will be sent via facsimile. Verbal orders are not accepted. After written (facsimile) request by a Department office, how many days until they receive the order?

_____ Days

The Department will place orders by Vendor's package quantity. The Department makes no commitment, either stated or implied, to purchase any specific amount of preformed thermoplastic pavement markings.

All merchandise delivered shall be clearly marked with Purchase Order Number 309488 and shipped F.O.B. destination directly to the requesting Department office.

All invoices shall be clearly marked with Purchase Order Number 309488 and sent directly to the requesting Department office for payment.

2.2. F.O.B. AND "BILL TO" LOCATIONS

A

Department of Transportation
2100 West Broadway
PO Box 7039
Missoula MT 59807-7039
(406) 523-5800

B

Department of Transportation
85 – 5th Avenue East North
PO Box 7308
Kalispell MT 59904-0308
(406) 751-2000

C

Department of Transportation
3751 Wynne
PO Box 3068
Butte MT 59702-3068
(406) 494-9600

C

Department of Transportation
907 Rouse
PO Box 1110
Bozeman MT 59771-1110
(406) 566-4700

E

Department of Transportation
200 Smelter Avenue NE
PO Box 1359
Great Falls MT 59403-1359
(406) 454-5880

F

Department of Transportation
217 North 4th
PO Box 460
Miles City MT 59301-0460
(406) 233-3600

G

Department of Transportation
200 East Highway 25
Wolf Point MT 59201-9001
(406) 653-6700

H

Department of Transportation
1649 US Highway 2 NW
Havre MT 59501-0580
(406) 265-5500

I
Department of Transportation
424 Morey
PO Box 20437
Billings MT 59104-0437
(406) 252-4138

J
Department of Transportation
1620 Airport Road
PO Box 491
Lewistown MT 59457-0491
(406) 538-1300

K
Department of Transportation
503 North River Avenue
PO Box 890
Glendive MT 59330-0890
(406) 345-8200

L
Department of Transportation
2701 Prospect Avenue
PO Box 201001
Helena MT 59620-1001
(406) 444-6399

3.0. AWARD PROCESS

Award will be made on a category-by-category basis. Vendors may bid on Category 1, Category 2 or both. Vendors must quote a percentage discount off their current published price list. This discount will be applied to individual items listed below. The Department's discounted cost for one each (at a common unit of measure and thickness of 125 mils) of the items listed in the Quote Section will be added together for award purposes.

The Department also reserves the right to cancel the project referenced herein if cancellation is deemed to be in the Department's best interest.

4.0. QUOTE SECTION

Provide and deliver F.O.B. various locations throughout Montana, Preformed Thermoplastic Pavement Markings as specified above.

Price list, product literature and installation instructions must accompany bid response and prices must remain firm until April 14, 2011. Failure to enclose price list, literature and installation instructions as required, will result in bid disqualification.

Complete both the table and quote section below.

BID ITEMS				
ITEM	SIZE	UNIT OF MEASURE	LIST PRICE	PRICE AFTER DISCOUNT
Line White	4"	Lineal Foot	\$	\$
Line White	6"	Lineal Foot	\$	\$
Line White	8"	Lineal Foot	\$	\$
Line White	12"	Lineal Foot	\$	\$
Line White	24"	Lineal Foot	\$	\$
Line Yellow	4"	Lineal Foot	\$	\$
Line Yellow	6"	Lineal Foot	\$	\$
Line Yellow	8"	Lineal Foot	\$	\$
Line Yellow	12"	Lineal Foot	\$	\$
RxR Kit FHWA	16"x20'	Each	\$	\$
AHEAD	8'	Each	\$	\$
ONLY	8'	Each	\$	\$
Turn Arrow Std Left	8'	Each	\$	\$
Turn Arrow Std Right	8'	Each	\$	\$
Straight Arrow	8'	Each	\$	\$
			TOTAL	\$

Category 1 – Markings that require preheating of the pavement to a specified temperature prior to installation.

Percent discount off Vendor's published price list for thermoplastic material:

_____ %

Percent discount off Vendor's published price list for accessories:

_____ %

Category 2 – Markings that do not require preheating of the pavement to a specified temperature prior to installation.

Percent discount off Vendor's published price list for thermoplastic material:

_____ %

Percent discount off Vendor's published price list for accessories:

_____ %

CONDITIONS OF BID DISQUALIFICATION:

- A) Failure on the part of the vendor to display Invitation for Bid #HWY-309488-RP on the outside of the envelope containing a sealed bid will result in bid disqualification.
- B) Manufacturer's literature, price list and installation instructions, sufficient in detail to address all specification requirements of the item being bid, must accompany your bid response. Failure to enclose literature as required; or, failure on the part of the vendor to enclose literature of sufficient detail to address all specification requirements of the item being bid, will result in bid disqualification.

HAVE YOU REMEMBERED TO:

- * Check our website for the latest addendum to the IFB
- * Sign and return each addendum as required
- * Review Standard Terms and Conditions
- * Properly identify return envelope
- * Sign your bid on the front page
- * Initial any bid changes you made
- * Include price list, product literature and installation instructions
- * Review and complete all requirements listed herein to ensure compliance

MDT attempts to provide accommodations for any known disability that may interfere with a person participating in any service, program or activity of the Department. Alternative accessible formats of this information will be provided upon request. For further information call Richele Parkhurst at (406) 657-0274 Voice or 1-800-335-7592 TTY or TTY (406) 444-7696.